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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

CARSON OPTICAL, INC.,

Plaintiff,

v.

ALISTA CORPORATION,
NASR AMR,
RQ INNOVATION INC.,
BRENDAN ZHENG, and
CREATORSTUDIO

Defendants.

Civil Action No: 2:19-cv-01725-SJF-AKT

**ALISTA CORPORATION'S
ANSWER TO AMENDED COMPLAINT**

Defendant ALISTA CORPORATION (“Alista”), by and through its undersigned counsel, through their undersigned counsel, Lewis & Lin LLC, hereby answers the Amended Complaint (“Amended Complaint”) of Plaintiff CARSON OPTICAL, INC. (“Carson” or “Plaintiff”), as follows:

THE PARTIES

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 of the Amended Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2 of the Amended Complaint.

3. Denies the allegations set forth in Paragraph 3 of the Amended Complaint, except admits that Alista has a place of business in Edmonton, Alberta, Canada.

4. Denies the allegations set forth in Paragraph 4 of the Amended Complaint.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 5 of the Amended Complaint.

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 6 of the Amended Complaint.

7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7 of the Amended Complaint.

JURISDICTION AND VENUE

8. Denies the allegations set forth in Paragraph 8 of the Amended Complaint.

9. Denies the allegations set forth in Paragraph 9 of the Amended Complaint.

10. Denies the allegations set forth in Paragraph 10 of the Amended Complaint.

11. Denies the allegations set forth in Paragraph 11 of the Amended Complaint.

12. Denies the allegations set forth in Paragraph 12 of the Amended Complaint.

13. Denies the allegations set forth in Paragraph 13 of the Amended Complaint.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 14 of the Amended Complaint.

15. Denies the allegations set forth in Paragraph 15 of the Amended Complaint

16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16 of the Amended Complaint.

17. Denies the allegations set forth in Paragraph 17 of the Amended Complaint.

18. Denies the allegations set forth in Paragraph 18 of the Amended Complaint.

19. Denies the allegations set forth in Paragraph 19 of the Amended Complaint.
20. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 20 of the Amended Complaint.
21. Denies the allegations set forth in Paragraph 21 of the Amended Complaint.
22. Denies the allegations set forth in Paragraph 22 of the Amended Complaint.
23. Denies the allegations set forth in Paragraph 23 of the Amended Complaint.
24. Denies the allegations set forth in Paragraph 24 of the Amended Complaint.

**COUNT ONE
(FALSE ADVERTISING)**

25. Restates and incorporates by reference the responses contained in all preceding paragraphs as if set forth here in full.
26. Denies the allegations set forth in Paragraph 26 of the Amended Complaint.
27. Denies the allegations set forth in Paragraph 27 of the Amended Complaint.
28. Denies the allegations set forth in Paragraph 28 of the Amended Complaint.
29. Denies the allegations set forth in Paragraph 29 of the Amended Complaint.
30. Denies the allegations set forth in Paragraph 30 of the Amended Complaint.
31. Denies the allegations set forth in Paragraph 31 of the Amended Complaint.
32. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 32 of the Amended Complaint.
33. Denies the allegations set forth in Paragraph 33 of the Amended Complaint.
34. Denies the allegations set forth in Paragraph 34 of the Amended Complaint.
35. Denies the allegations set forth in Paragraph 35 of the Amended Complaint.
36. Denies the allegations set forth in Paragraph 36 of the Amended Complaint.
37. Denies the allegations set forth in Paragraph 37 of the Amended Complaint.

38. Denies the allegations set forth in Paragraph 38 of the Amended Complaint.
39. Denies the allegations set forth in Paragraph 39 of the Amended Complaint.

With respect to Carson's prayer for relief, no response is required. To the extent a response is deemed necessary, Alista denies the allegations contained after the WHEREFORE clause and further avers that Carson is not entitled to the requested relief or any relief whatsoever from Alista.

AFFIRMATIVE DEFENSES

1. The Court lacks personal jurisdiction over Defendant.
2. Venue is improper in this judicial district.
3. Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted.
4. Plaintiff's Amended Complaint is barred by laches.
5. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.
6. Plaintiff's claims are barred, in whole or in part, by the doctrines of acquiescence, waiver, release, consent, ratification, estoppel and excuse.
7. Plaintiff has not suffered any compensable damages as a result of Defendant's actions.
8. Plaintiff's damages, if any, were not proximately caused by Defendant.
9. Plaintiff's damages, if any, were caused in whole or in part by Plaintiff's own acts, omissions, and/or negligent conduct.
10. To the extent that Plaintiff suffered any damages, Plaintiff failed to mitigate such damages.

11. Defendant raises each and every defense available to it under the applicable laws of the State of New York. Defendant reserves the right to raise additional defenses.

CONCLUSION

WHEREFORE, Defendant respectfully request that the Court enter judgment dismissing the Amended Complaint, with prejudice, and awarding Defendant costs and such other relief as the Court may deem appropriate.

Dated: Brooklyn, New York
August 29, 2019

LEWIS & LIN, LLC

By: /s/ Justin Mercer
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